

# EXHIBIT BB

11/20/2006 MON 15:19 FAX 201 391 8158

0002/004

LIPA - P

ConEdison  
Solutions

## ELECTRICITY SALES AGREEMENT

5/28/07

## COMMERCIAL CUSTOMER INFORMATION

Customer Name: Tiffany & Company  
Billing Address: 15 Sylvan Way Attn: Eric Ziegler  
Parsippany, NJ 07054

Contact Name: BRUCE MOGEL  
Telephone Number: 646-428-5563

LDC Account Number(s) Service Address(s)

See Contract Addendum 1 attached hereto and incorporated herein

Tax ID Number:

☐ Tax exempt or special tax status.  
(must provide appropriate documentation to ConEdison Solutions)

RECEIVED  
12/27/06

## AGREEMENT FOR PURCHASE OF ELECTRICITY

By signing and returning this form to ConEdison Solutions, Customer hereby offers to purchase from ConEdison Solutions, the electric requirements for the listed account(s) at a rate(s) per kilowatt hour (kWh) specified below, for the period beginning with Customer's meter reading in December 2006 and ending with Customer's meter reading in December 2007 (the "Term").

Upon Con Edison Solutions' acceptance of Customer's offer (indicated by its signing below), Customer will be bound to receive and purchase from ConEdison Solutions, and ConEdison Solutions will be bound to provide and sell to Customer, electricity during the Term in accordance with the General Terms and Conditions set forth herein. (In this Agreement the customer is referred to as "I" or "You" or "Me" or "Your" or "Customer" and ConEdison Solutions, Inc. is referred to as "ConEdison Solutions" or "We" or "Our" or "Us.")

Con Edison Solutions is an Energy Service Company (ESCO) licensed by the Authority to offer and supply "Electric Generation Service" (i.e., energy, generation capacity, ancillary services and related costs) to retail customers under the terms and conditions of the LI Choice Program. This Agreement is subject to Customer being enrolled by Long Island Power Authority ("LIPA") in its Long Island Choice Program. Customer designates Con Edison Solutions as its agent for receiving customer billing information from LIPA and for procuring and scheduling the transmission and ancillary services necessary to deliver Electric Generation Service purchased by you to LIPA's system. Customer hereby authorizes ConEdison Solutions to enroll Me in this Program.

Customer: TIFFANY AND COMPANY  
Name(Print): BRUCE R. MOGEL  
Signature: Bruce R. Mogel  
Title: Director Retail Facilities  
Date: 11/20/2006

Seller: ConEdison Solutions  
Name(Print): Jorge J. Lopez  
Signature: Jorge J. Lopez  
Title: President and CEO  
Date: 12-26-06

## PRICING

For any account served under this Agreement, the monthly Electric Supply Charge you will pay for the Electric Generation Service provided by Con Edison Solutions will be determined by Con Edison Solutions calculating the per kWh price you would have paid to LIPA for electric supply had you remained a LIPA supply customer, based on the current LIPA tariff, including the Bill Credit, Fuel and Purchased Power Cost Adjustment and any other applicable adjustments plus a \$0.00263 per kWh charge. The Electric Supply Charges are not regulated by LIPA and depend upon this Agreement between you and Con Edison Solutions. You will also be responsible for all taxes applicable in accordance with Section 5 of this Agreement.

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## ELECTRICITY SALES AGREEMENT GENERAL TERMS AND CONDITIONS

**1. Scope** - These terms and conditions shall apply to the purchase by You and sale by Us of electricity as specified herein for the Term.

**2. Billing and Payment** - Payment is due within twenty-five (25) days from the date that such notice is sent to you by us. Late or partial payment balances will be subject to a 5% per month late fee or the maximum rate of 18% per month, whichever is less. Your bill will be based on monthly meter readings and will bill you prior to your receipt of meter reading(s). If LIPA is unable to read your meter, LIPA will estimate your usage based on previous usage history, and later adjust it based on actual usage shown by a meter reading. We will calculate your bill based on that estimate and may later adjust your charges and issue a subsequent bill based on your actual usage obtained from a meter reading. You shall reimburse Con Edison Solutions for any collection fees we incur in collecting your outstanding invoices. In the event that you withhold any amount due, you shall notify Con Edison Solutions in writing of the reason for the dispute at the time that you pay the undisputed part of the bill.

**3. Dispute Resolution Procedures** - If you have a question or complaint regarding these terms and conditions of service, a bill issued by Con Edison Solutions, or any other dispute regarding this Agreement, you should contact Con Edison Solutions and attempt to resolve any issues with our representative. We will attempt to address any customer complaint within fifteen (15) days of its receipt. If the matter remains unresolved to your satisfaction, you may pursue any legal remedies, including bringing a dispute to Small Claims Court, if it involves an amount within its jurisdiction. If you believe that Con Edison Solutions has engaged in any unfair or unethical business practices, please call the Authority at this toll-free number, (877) ASK-LIPA or (877) 275-5472.

**4. Demand Forecasts** - You have provided to us your good faith forecasts of your electricity demand for the Term in the form of the Electricity Demand Profiles. You agree to notify us in writing whenever you have reason to believe your demand will depart materially from such Electricity Demand Profiles, e.g., because of addition or reduction of equipment or usage thereof. You agree to provide good faith estimates of such departures, including revised Electricity Demand Profiles, as necessary and cooperate with us to minimize the effects of such departures on our ability to supply all our customers' needs.

**5. Title and Taxes** - Unless we notify you otherwise, title to the electricity sold hereunder shall pass from us to you when it is delivered to LIPA. Prices set forth herein include transportation to LIPA. You shall be responsible for, and shall reimburse Con Edison Solutions for, any transfer, sales or other taxes and related charges, however designated, imposed upon the transfer of title or the transporting or delivering of electricity, and such tax will be separately stated on your bill, unless prior to execution of this Agreement, you have given us applicable, valid tax exemption certificates.

**6. Force Majeure** - Except for your obligation to make payments when due, neither Party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" are occurrences beyond a Party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of terrorism, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, breakages, and actions of any governmental authority or LIPA which result in conditions, limitations, rules, or regulations that materially impair either Party's ability to perform hereunder. The affected Party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon.

**7. Limitation of Liability** - Con Edison Solutions' liability in connection with this Agreement shall in no event exceed the difference between the actual price of replacing any undelivered electricity from LIPA, or if not available from LIPA, from such other supply as You, in your reasonable discretion may select, and its price under this Agreement. Neither Party shall be liable to the other for any indirect, special, consequential (including lost profits or revenue), incidental, indirect, or punitive damages for claims arising under this Agreement.

**8. No Warranties** - We agree to pass through any warranties we get from our electricity suppliers, to the extent we are permitted to do so. Except as expressly set forth herein, Con Edison Solutions makes, and you receive, no warranty, express, implied, or statutory, and Con Edison Solutions specifically disclaims any warranty of merchantability or fitness for a particular purpose.

**9. Agreement Termination or Cancellation** - a. **Termination by the Authority** - In recognition of the Authority's responsibility to set the terms and conditions of the LI Choice Program, you and Con Edison Solutions agree that if the Authority cancels the LI Choice Program, this Agreement will terminate.

b. **Termination by Customer** - You may terminate this Agreement before the end of the Term upon thirty (30) days written notice and payment to Con Edison Solutions of all outstanding charges (including any late payment fees) for electricity and payment of an early termination fee, applied to your final service bill, equal to ten percent (10%) of Con Edison Solutions' good faith estimate of your Electric Generation Service bills remaining in the Term. You may terminate this Agreement before the end of the Term without paying any termination fee or the penalty on written notice if we are in material default of any of our obligations under this Agreement and such default continues for thirty (30) days after we receive written notice from you or if there are material changes to the LI Choice Program terms. You shall remain responsible for payment of all outstanding charges for electricity delivered and service rendered prior to the effective date of termination of this Agreement.

c. **Termination by Con Edison Solutions** - Con Edison Solutions reserves the right to terminate service under this Agreement (i) for non-payment or (ii) upon any other material default of any of your obligations under this Agreement, provided such default is not cured within thirty five (45) days after you receive written notice from us. In the event that service is terminated pursuant to this Section, you shall pay, upon being billed, all outstanding balances, the early termination fee, and any other reasonable costs incurred by Con Edison Solutions. We will notify both you and LIPA of such action at least 15 days prior to the effective date of termination and, unless you choose another supplier, your electricity will be provided by LIPA under its standard tariff.

d. **Cessation of service to specific accounts** - In the event LIPA is unable to read any of your meters for three (3) months in a row due to no fault of Con Edison Solutions, Con Edison Solutions may cease service with respect to the individual accounts served by such meters but shall continue to serve the remaining accounts covered under this Agreement and this Agreement shall not terminate. With respect to the accounts for which service has been so ceased, you shall pay, upon being billed, all outstanding balances based upon estimates of your usage prepared by Con Edison based upon historical usage at such the affected facilities.

**10. Expiration of Agreement** - This Agreement expires on the date of Your December 2007 meter reading.

**11. General Provisions** - We will keep confidential any other information pertaining to you we collect in the course of providing you service. The terms and conditions of this Agreement shall extend to and be binding upon the respective successors and permitted assigns of the Parties; provided, however, that neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any purported assignment without such consent shall be void. This Agreement sets forth the entire agreement between the Parties respecting this subject matter, and all prior agreements, understandings, and representations, whether oral or written, are merged in this Agreement. No modification or amendment of this Agreement shall be binding on either party unless in writing and signed by authorized representatives of both Parties. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without recourse to such state's choice of law rules. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction and both Parties agree to comply with all such applicable laws, orders, rules and regulations. In the event that changes in any such laws, orders, rules, or regulations has the effect of increasing our cost of electricity, we reserve the right to adjust the fees set forth herein to pass through such cost increases.

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## CONTRACT ADDENDUM 1 FOR Tiffany &amp; Company

(12/1/2005 to 12/1/2007)

LIPA: 5307322305Service Address: TIFFANY & COMPANY  
1980 NORTHERN BLVD  
MANHASSET, NY 11030Price Type Product Item  
Indexed Total BilledValue  
0.00263 (FIX)Billing Address: Tiffany & Co  
15 Sylvan Way Attn: Eric Ziegler  
PARSIPPANY, NJ 07054Load Factor  
0.4475Usage Type  
FPLIPA: 5307322305Service Address: TIFFANY & CO  
3FL FRISB MAIN ST  
E HAMPTON, NY 11937Price Type Product Item  
Indexed Total BilledValue  
0.00263 (FIX)Billing Address: Tiffany & Co  
16 Sylvan Way Attn: Eric Ziegler  
PARSIPPANY, NJ 07054Load Factor  
0.4036Usage Type  
FP

**Beaubrun, Joanne**

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**From:** Hughes, Grainne  
**Sent:** Friday, December 08, 2006 12:28 PM  
**To:** Beaubrun, Joanne  
**Subject:** FW: Signed Load-LIPA-Tiffany&Co

-----Original Message-----

**From:** Kenny, Lauren  
**Sent:** Monday, November 20, 2006 4:35 PM  
**To:** dl - CES Signed Load Notification  
**Subject:** Signed Load-LIPA-Tiffany&Co

*For Grainne--*

Customer Name	Tiffany & Company
ICAP/Load Size	695 kW
Territory/Zone	LIPA
Product	Bundled Adder
Contract Start/End Date	12/06 to 12/07 (12 month)
Contract Price	\$.00263
Contract # from PAPS	
Agent	NUS Consulting
Agent Fee	0
Type:	Renewal

*Lauren Kenny*  
Con Edison Solutions  
701 Westchester Avenue, Suite 201W  
White Plains, NY 10604  
**Phone:** 914-286-7784  
**Cell:** 914-907-4904  
**Fax:** 914-993-2150



## Commodity Contract Credit Checklist

TEXAS ☐

Customer Name: Tiffany & Company

Address: 15 Sylvan Way, Parsippany, NJ 07054

Dunn's Number: \_\_\_\_\_ Sales Executive: Grainne Hughes

Contract Length: From: 12/01/2006 To: 12/01/2007 (More than 2 Yrs): 12/01/2007

Customer Fortune 500? YES ☐ NO ☒ Year in Operation: \_\_\_\_\_

Renewal: YES ☐ NO ☒ Prior Customer ☐

Contract: Indexed ☐ Fixed ☒ Est. Annual Rev to CES: \$ 347,500.

\*\*Must Report for TEXAS\*\* Supply \_\_\_\_\_ Delivery \_\_\_\_\_

Margin (\$/KWH): \_\_\_\_\_ Est. Contract Load (KWHs): \_\_\_\_\_ ICAP TAG 695 kW

Terms & Conditions Changes?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Tax Exempt? (If yes, attach Tax Exempt Certificate)	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Residential % Apply? (If yes, attach TP385 Cert)	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Signed Contract w/ Addendum	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Redline Contract Attached	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
CES Additional Obligation (if yes, see attached)	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

Sales Executive Signature: G. Hughes

Date: 12/1/06

Comments: \_\_\_\_\_

(DOA 1-05) <\$1M <\$10M <\$50M <\$100M  
Director VP CEO Group President

### Credit Risk Analysis

D&B INFO: CCS: 78 PAYDEX: 71 FSS 99 RAM 7.88 SYS# 91322

Customer Meets Credit Approval? YES ☐ NO ☐

Further Review Necessary by Finance? YES ☐ NO ☐

Credit Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

### Financial Risk Analysis

Limited Risk for Type of Contract? \_\_\_\_\_

Limited Risk for Estimated Margin? \_\_\_\_\_

Above Average D&B Scores? \_\_\_\_\_

Source of Info: D&B ☐ Moodys ☐ Equifax ☐ Hoovers ☐ Other \_\_\_\_\_

Customer Meets Finance Approval? YES ☐ NO ☐ ON CONTINGENCY ☐

Contingency Terms Recommended: \_\_\_\_\_

Final Comments: \_\_\_\_\_

Finance Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CFO Signature: \_\_\_\_\_ Date: \_\_\_\_\_